

THE HONOURABLE SRI JUSTICE C.V. RAMULU

WRIT PETITION NO.13136 OF 2003

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DATED: 04-01-2007

Between:

Water Users Association, Oorachervuu,
Katrapalli Village, K.Samudram Mandal,
Warangal District represented by its
President P. Venkat Ram Reddy and
others

.. Petitioners

and

The Executive Engineer, Irrigation and
Command Area Development, I.B.
Division, Warangal and others.

.. Respondents

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ORDER:

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This writ petition is filed seeking a mandamus declaring the action of the respondents in effecting the reduction of amounts for the works executed by the petitioner-associations despite completing the works as per specifications, as arbitrary, illegal and violative of principles of natural justice; and consequently to direct the respondents to pay the amounts as per the entries recorded in the M-Books.

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It appears, the petitioners are Water Users Associations of various villages in the Warangal District. They were entrusted with certain works as per the agreement entered into between the parties. In fact, those works have been estimated and the works have been completed. Thereafter, it seems, the Government of A.P., vide its Memo No.18841/APERP-11/01/1 dated 28-05-2001, issued instructions to adopt uniform rate for earth work excavation, manually or by machine, at Rs.14/- per cubic metre or at the rate decided by the District Collector concerned, whichever is lesser. It was also stated that the rehabilitation cost should be limited to Rs.5,000/- per hectare. These instructions were brought to the notice of the Presidents of the petitioner-associations immediately.

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According to the respondents, the petitioners never raised any objection at that stage. After completion of work and when the amounts were paid by reducing the rates as per the memo dated 28-

05-2001, this writ petition is filed. This clearly shows that the petitioners developed an afterthought for claiming monies and accordingly got issued notices, which run contra to the factual situation. There is no case made out for invoking clause '8' of the agreement.

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The sum and substance of the matter is that the petitioners-associations have completed the respective works allotted to them as per the agreement. But, after the agreements were concluded and works were under progress, a memo dated 28-05-2001 was issued under the guise of uniform rates to be fixed for all the works and, thus, the petitioners-associations were denied the charges for which they are entitled as per the agreement. However, the petitioners got issued notices. But, according to the respondents, the question of invoking clause '8' of the agreement does not arise. Clause '8' of the agreement reads as under:-

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Dispute Settlement:

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If any dispute arises between the two parties, relating to any aspect of Agreement, the parties shall first attempt to settle the dispute through mutual amicable consultation. If the dispute is not settled through such consultation, matter may be referred for settlement to the A/o Executive Engineer I.B. Division/ Superintending Engineer/Irrigation Circle, Warangal.

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From the above, it is clear that the disputes that may arise between the parties relating to the aspect of agreement can be referred to and settled through Arbitration proceedings.

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In view of the above, without expressing any opinion on the merits of the case, the respondents are directed to refer the matter to the Arbitrator as required under Clause '8' of the agreement and the

Arbitrator, on such reference, shall pass appropriate orders as per law and communicate the same to the petitioners.

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With the above direction, the writ petition is disposed of. There shall be no order as to costs.

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C.V. RAMULU, J

4th January 2007.

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